

SMITHKI



DATE (MM/DD/YYYY) 9/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	gills to the certificate flolder in fled of si	den endersement(s).				
PRODUCER License # 0E67768		CONTACT Cheryl Perkovich				
IOA Insurance Services 130 Vantis		PHONE (A/C, No, Ext): (949) 297-5534 52029	FAX (A/C, No): (949) 297-5960			
Suite 250		E-MAIL ADDRESS: Cheryl.Perkovich@ioausa.com				
Aliso Viejo, CA 92656		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: National Fire Insurance Co of Hartford		20478		
INSURED		INSURER B : Continental Insurance Company	/	35289		
Vector Resources, Inc	: .	INSURER C:				
20917 Higgins Court		INSURER D:				
Torrance, CA 90501		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION NUM	MBER:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		JSIONS AND CONDITIONS OF SUCH								
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY				· · · · · · · · · · · · · · · · · · ·	,,,,,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х	Х	7015429266	11/1/2021	11/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	X	Employee Benefits \$2						MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	Х	X	7015429283	11/1/2021	11/1/2022	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	25,000,000
		EXCESS LIAB CLAIMS-MADE			7015429302	11/1/2021	11/1/2022	AGGREGATE	\$	25,000,000
		DED X RETENTION \$ 10,000							\$	
В	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	X	7015429316	11/1/2021	11/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder(s) is/are included as Primary and Non-Contributory Additional Insured(s) with respect to General Liability (per forms #CNA74987XX &
CNA75079XX) and Auto Liability (per forms #CNA71527XX); Waiver of Subrogation applies as respects General Liability (per form #CNA74872XX), Auto
Liability (per form #CA04441013), and Workers Compensation (per form #G-19160-B(11-1997)); All applicable as required by written contract.

30 Days Notice of Cancellation with 10 Days Notice for Non-payment of Premium in accordance with the policy provisions.

Certificate Holder(s) include: The City, its officers, elected and appointed officials, employees and volunteers

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	AUTHORIZED REPRESENTATIVE James F Brill





Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - this **coverage part** provides such coverage.
- **II.** But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - **B.** additional insured coverage with "arising out of" language; or
 - **C.** additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - **B.** a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property** damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

Nat'l Fire Ins Co of Hartford

CNA75079XX (10-16) Page 1 of 2 Insured Name: VECTOR RESOURCES, INC.

50020006670154292660775

Effective Date: 11/01/2021

7015429266

Policy No:

Endorsement No:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- **3.** make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2
Nat'l Fire Ins Co of Hartford
Insured Name: VECTOR RESOURCES, INC.

Effective Date: 11/01/2021

Policy No: Endorsement No:





Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- **b.** the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

	TABLE OF CONTENTS
1.	Additional Insureds
2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3.	Bodily Injury – Expanded Definition
4.	Broad Knowledge of Occurrence/ Notice of Occurrence
5.	Broad Named Insured
6.	Estates, Legal Representatives and Spouses
7.	Expected Or Intended Injury – Exception for Reasonable Force
8.	In Rem Actions
9.	Incidental Health Care Malpractice Coverage
10.	Joint Ventures/Partnership/Limited Liability Companies
11.	Legal Liability – Damage To Premises
12.	Medical Payments
13.	Non-owned Aircraft Coverage
14.	Non-owned Watercraft
15.	Personal And Advertising Injury – Discrimination or Humiliation
16.	Personal And Advertising Injury - Limited Contractual Liability
17.	Property Damage - Elevators
18.	Supplementary Payments
19.	Property Damage – Patterns, Molds and Dies
20.	Unintentional Failure To Disclose Hazards
21.	Waiver of Subrogation – Blanket



Policy No: 7015429266





1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
 - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
 - (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury.

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

CNA74872XX (1-15) 7015429266 Policy No: **Endorsement No:** Page 2 of 14

Nat'l Fire Ins Co of Hartford Insured Name: VECTOR RESOURCES, INC.

Effective Date: 11/01/2021

50020006670154292660768

Technology General Liability Extension Endorsement

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named **Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - **b.** the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.



CNA74872XX (1-15) Page 3 of 14 Nat'l Fire Ins Co of Hartford Insured Name: VECTOR RESOURCES, INC.

Endorsement No: 5 Effective Date: 11/01/2021

7015429266

Policy No:



Technology General Liability Extension Endorsement

Trade Show Event Lessor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
 - a. the Named Insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or property damage arising out of your products which are distributed or sold in the regular course of such person or organization's business, provided that:

- 1. The coverage granted by this paragraph does not apply to:
 - a. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the Named Insured;
 - **c.** any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

CNA74872XX (1-15) Page 4 of 14

Nat'l Fire Ins Co of Hartford Insured Name: VECTOR RESOURCES, INC. Endorsement No: Effective Date: 11/01/2021

Policy No: 7015429266



- 3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
 - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
- 2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this Coverage Part provides such coverage;
 - **b.** the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS**Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence**, **Offense**, **Claim or Suit** Condition is amended to add the following provisions:

Policy No:

Effective Date: 11/01/2021

Endorsement No:

7015429266

5

A. BROAD KNOWLEDGE OF OCCURRENCE



CNA74872XX (1-15)
Page 5 of 14
Nat'l Fire Ins Co of Hartford
Insured Name: VECTOR RESOURCES, INC.

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CNA

CNA PARAMOUNT

7015429266

5

Technology General Liability Extension Endorsement

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- **3.** Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- **A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
- **B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- **4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
 - **a. bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - **b. personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

CNA74872XX (1-15)
Page 6 of 14
Policy No:
Endorsement No:

Nat'l Fire Ins Co of Hartford Insured Name: VECTOR RESOURCES, INC.

50020006670154292660770

CNA

Technology General Liability Extension Endorsement

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

7. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence;
- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:
 - add the following to the **Employers Liability** exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

Policy No:

Effective Date: 11/01/2021

Endorsement No:

7015429266

5

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

CNA74872XX (1-15) Page 7 of 14

Nat'l Fire Ins Co of Hartford

Insured Name: VECTOR RESOURCES, INC.



Technology General Liability Extension Endorsement

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- Speech therapist;
- Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

CNA74872XX (1-15)
Page 8 of 14
Nat'l Fire Ins Co of Hartford
Insured Name: VECTOR RESOURCES, INC.

Endorsement No: 5
Effective Date: 11/01/2021

Policy No:

delete the definition of **occurrence** and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:
 - a. add the following:
 - the Named Insured's employees are Insureds with respect to:
 - (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and
 - (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:
 - (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business: and
 - (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- **c.** add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

- b. Excess Insurance
 - (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations; nor
- the conduct of a current or past limited liability company in which a Named Insured's interest does/did not rise to the level of management control;

except that if the Named Insured was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the policy period, then such

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CNA74872XX (1-15)

Page 9 of 14 Nat'l Fire Ins Co of Hartford Insured Name: VECTOR RESOURCES, INC.

Policy No: 7015429266 Endorsement No: 5

Effective Date: 11/01/2021



Technology General Liability Extension Endorsement

Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- **a.** any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- **c.** there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY - DAMAGE TO PREMISES

- A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:
 - Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.
- B. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:
 - Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.
 - A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.
- **C. LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:
 - **6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:
 - a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and
 - **b.** contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.
 - The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.
- D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:
 - (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;
- **E.** This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

CNA74872XX (1-15) Policy No: 7015429266
Page 10 of 14 Endorsement No: 5

Nat'l Fire Ins Co of Hartford Effective Date: 11/01/2021



12. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
 - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C - Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000 unless a different amount is shown here:

; or

Policy No:

Effective Date: 11/01/2021

Endorsement No:

7015429266

- (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
 - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the Named Insured; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
 - (a) less than 75 feet long; and
 - **(b)** not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of personal and advertising injury is amended to add the following tort:
 - Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:
 - 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following: This insurance does not apply to:





Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- **(b)** any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
- 2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an insured contract provided the offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of personal and advertising injury provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured** contract; and
 - **(b)** such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

CNA74872XX (1-15) Page 12 of 14

Nat'l Fire Ins Co of Hartford Insured Name: VECTOR RESOURCES, INC.

Endorsement No: 5
Effective Date: 11/01/2021

Policy No:

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Technology General Liability Extension Endorsement

B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
 - 1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
 - 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE - ELEVATORS

- A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE ELEVATORS Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit: and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but only with respect to patterns, molds or dies that are in the care, custody or control of the Insured, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to this PROPERTY DAMAGE - PATTERNS MOLDS AND DIES coverage, and this limit:

Policy No:

7015429266

CNA74872XX (1-15) Page 13 of 14 Insured Name: VECTOR RESOURCES, INC.

Endorsement No: 5 Nat'l Fire Ins Co of Hartford Effective Date: 11/01/2021



Technology General Liability Extension Endorsement

- A. is included within the General Aggregate Limit as described in LIMITS OF INSURANCE; and
- **B.** applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

 CNA74872XX (1-15)
 Policy No: 7015429266

 Page 14 of 14
 Endorsement No: 5

 Nat'l Fire Ins Co of Hartford
 Effective Date: 11/01/2021

Insured Name: VECTOR RESOURCES, INC.





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

- 1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012) Endorsement Effective Date: Endorsement No: 21; Page: 1 of 1

Endorsement Expiration Date:

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7015429283
Policy Effective Date: 11/01/2021

Policy Page: 67 of 107





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: VECTOR RESOURCES, INC.

Endorsement Effective Date: 11/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13 **Endorsement Effective Date:** Endorsement No: 6; Page: 1 of 1

Endorsement Expiration Date:

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7015429283 Policy Effective Date: 11/01/2021

Policy Page: 32 of 107

Workers Compensation And Employers Liability Insurance



Policy Endorsement



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two - Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997) Endorsement Effective Date: Endorsement No: 2; Page: 1 of 1

Endorsement Expiration Date:

Policy Page

Policy No: WC 7 15429316 Policy Effective Date: 11/01/2021

Policy Page: 31 of 47

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606